

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
ANN BROWN

NO. 19-13898 JKF
CHAPTER 7

LEASE ASSUMPTION AGREEMENT RE: LEASE DATED
JUNE 13, 2019, FOR A 2019 LINCOLN MKC MOTOR VEHICLE

I/We agree to assume the Lease Agreement ("Lease"), described below (See Description of Lease), with **CAB EAST, LLC/Lincoln Automotive Financial Services** ("Lessor") pursuant to 11 U.S.C. §365(p) and agree to make the monthly payments listed below (See Payments Due Under Lease) as required under the Lease. **A COPY OF THE LEASE IS ATTACHED AND INCORPORATED BY REFERENCE.** I/We further agree to be bound by all the terms and conditions of the Lease including but not limited to any and all liability for excess mileage, excess wear and use, and any other amounts required by the Lease. **I/We agree that any protections afforded under 11 U.S.C. §524(a) do not apply to this Lease.**

Description of Lease

Lease Date JUNE 13, 2019

Vehicle Description: 2019 LINCOLN MKC

Account No.: xxx-9239 PLEASE WRITE THIS NUMBER ON EACH PAYMENT MADE

Payments Due Under Lease

The next monthly payment under the Lease is due on **OCTOBER 13, 2019**, and the remaining Lease payments are due on the same day of each month thereafter until the Lease terminates on **JUNE 13, 2022**. In addition to my normal monthly payments, I agree to cure the default, if any, listed below:

Payments on the Lease **are not** in default. Regular payment is **\$491.82** each.

NA payment is in default for a total default of \$ NA;

I/We will pay \$ NA to my normal monthly lease payment to cure the default beginning with the payment due NA.

I/We assume the Lease through this Lease Assumption Agreement. I/We have had the opportunity to discuss this Assumption Agreement with an attorney before signing it.

Lessee (Debtor):

Co-Lessee (Co-Debtor):

ANN BROWN

Signature: 

Signature: _____

Date: 9-19-19

Date: _____

Accepted by Lessor:

Print Name: **CAB EAST, LLC/Lincoln Automotive Financial Services**

Signature: 

Date: 9-20-19

IT IS INTENDED THAT THIS AGREEMENT WILL BE FILED WITH THE BANKRUPTCY COURT.

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PENNSYLVANIA MOTOR VEHICLE LEASE AGREEMENT



www.lincolnafcs.com
1-888-498-8801

DATE 09/13/2019

LESSOR (and Co-Lessor) Name and Address (Including County and Zip Code)
ANN BROWN
6520 DICKS AVE
PHILADELPHIA, PA 19142-2806 PHILADELPHIA

N/A

LESSOR (Name and Address)
SPRINGFIELD FORD INC
1500 BALTIMORE PIKE
SPRINGFIELD, PA 19064

"Finance Company" is Lincoln Automotive Financial Services. The "Holder" is CAB East LLC and its assigns.
By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum,
if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	11	2019 Lincoln MKC	SLMCJ2D9K4KUL37273	Personal

19037-P-e (19037-APP-e (MAY 18))

Page 1 of 8

T24/677020-DP247677023 - This copy was created on Fri Jun 14 10:51:14 GMT 2019

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1. Amount Due At Lease Signing or Delivery (Itemized Below)	2. Payments (a) Monthly Payments Your first monthly payment of \$ 491.82 is due on 09/13/2019, followed by 35 payments of \$ 491.82 due on the 13th day of each month. The total of Your monthly payments is \$ 17,705.52. (b) Advance Payment Your Payment of \$ N/A is due on N/A. The total of Your payment is \$ N/A.	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ 395.00 Total \$ 395.00	4. Total of Payments (The amount You will have paid by the end of the lease) Total \$ 21,858.70
* Itemization of Amount Due at Lease Signing or Delivery			
5. Amounts Due At Lease Signing or Delivery:			
a. Capitalized cost reduction	\$ 3,433.21	6. How the Amount Due At Lease Signing or Delivery will be paid:	
b. First monthly payment	491.82	a. Net trade-in allowance	\$ N/A
c. Advance payment	N/A	b. Rebates and noncash credits	2,500.00
d. Refundable security deposit	N/A	c. Amount to be paid in cash	N/A
e. Title fees	53.00	d. N/A	N/A
f. Registration fees	101.00		
g. Acquisition fee	N/A		
h. Documentary Preparation Charge	144.00		
i. The New Tire Fee	5.00		
j. Electronic Transaction Fee	16.97		
k. County Fee	5.00		
l. N/A	N/A		
m. N/A	N/A		
n. N/A	N/A		
o. N/A	N/A		
p. N/A	N/A		
q. N/A	N/A		
r. N/A	N/A		
s. N/A	N/A		
Total	\$ 4,250.00	Total	\$ 4,250.00
7. Your Payment is determined as shown below:			
a. Gross capitalized cost. The agreed upon value of the Vehicle \$ 39,800.00 and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See item 19)*	\$ 41,329.15		
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit or cash that You pay that reduces the gross capitalized cost.	3,433.21		
c. Adjusted capitalized cost. The amount used in calculating Your base payment.	37,895.94		
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment.	23,127.50		
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term.	14,768.44		
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	1,182.44		
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge.	15,950.88		
h. Lease payments. The number of payments in Your lease.	36		
i. Base payment.	443.08		
j. Sales / Use tax.	48.74		
k. N/A	N/A		
l. N/A	N/A		
m. Total payment.	491.82		
n. Lease term in months.	36		
8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 31,511 miles shown on the odometer. See items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.			
9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.15 per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed. If You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.			
10. Purchase Option at End of Lease Term. You, \$ 23,627.50 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is the bid for the purchase option price if You are not in default.			
11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, alternatives, title and default charges, insurance and any security interests, if applicable.			

19037-P-e (19037-APP-e (MAY 18))

Page 2 of 8

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ADDITIONAL INFORMATION

36. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company, or a subsidiary that administers this lease, You must first give in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has power to act on Holder's behalf to administer, enforce and defend this lease. If Lessor has failed to register or maintain the Vehicle's address, Lessor or its agent may, at its service, You will look only to the Lessor for these services.

37. TAXES You will properly pay all taxes, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes), and You will pay these amounts even if they are assessed after lease end.

38. TITLING The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

39. INDEMNITY You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its owner if both a Lessor and Co-Lessor signed this lease. Each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

40. SECURITY DEPOSIT Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

41. CONSUMER REPORTS You authorize Finance Company and Holder to obtain and use consumer credit reports from consumers reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

42. SERVICEING AND COLLECTION You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our services or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, pre-recorded or artificial voice messages, text messages, emails, and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any form of address or any telephone number you provide, now or in the future, to address or contact you for a collateral purpose or otherwise, regardless of whether you have changed as a result.

43. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth in this lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

44. ELECTRONIC RECORDS AND SIGNATURES AND CONVERSION TO PAPER You agree to use electronic records and electronic signatures to document this lease. Your electronic signatures will have the same effect as signatures on a paper lease.

There will be one authoritative copy of this lease. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy collectively, a "Claim", without filing a lawsuit in court. Either you or Lessor/ Finance Company/Holder ("us" or "we") ("Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims included but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle; whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, the contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a signed opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason, or in case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

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SIGNATURES AND IMPORTANT NOTICES

Important Notice: If you do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: ANN BROWN

By: XC ANN BROWN

Title: N/A

Co-Lessee: N/A

By: XC N/A

Title: N/A

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in paper copy of this lease. You acknowledge that You received a filled-in paper copy of this lease at the time You electronically signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: ANN BROWN

By: XD ANN BROWN

Title: N/A

Co-Lessee: N/A

By: XD N/A

Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to OI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of the Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: SPRINGFIELD FORD INC

By: XE SPRINGFIELD FORD INC

Title: FI

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